

Solicitors' Journal.

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CURRENT TOPICS.

AT THE SITTING of the court on Wednesday last, Mr. Baron Pollock announced that Lord Coleridge would, for the remainder of the vacation, sit on Thursday instead of Wednesday, commencing on Thursday, the 16th of September.

BY DIRECTION of Mr. Baron Pollock, all orders for interim injunctions which would expire on Wednesday, the 15th of September, are enlarged until Thursday, the 16th of September.

OUR READERS will observe with regret that the Leases Bill was withdrawn last week, and thus another year's liberty is gained for owners of property who abuse the proviso for re-entry. Mr. Osborne Morgan, however (if his observations are correctly reported), gave a pledge that the Government will deal with the matter next year, and it may be hoped that a better considered measure than Mr. Warton's will be introduced. With section 18 of Lord Cairns' Bill before him as a basis, the Government draftsman need have little difficulty in framing a satisfactory provision. The important points to be borne in mind are, first, that an opportunity should be given for settling terms between the parties, without application to the court, in all cases where the breach of covenant is capable of remedy, or is a reasonable subject for compensation, having regard to the interest of the landlord; and, next, that in case an application to the court should be necessary, the burden of applying should be thrown on the lessee seeking relief.

IT MAY BE SURMISED that the intimation which has appeared that the Queen has been in frequent communication with the Government as to the means to be adopted to provide as far as possible for the safety of those who travel upon, or are connected with the working of, railways may have reference to some proposed exten-

sion of the jurisdiction of the Railway Commissioners. A change which would tend strongly towards the end desired would be to provide that every inquiry into a railway accident shall be held before this tribunal, assisted by the Government Inspector, and armed with power to require the company to do any works which, in the judgment of the commissioners, may be necessary to prevent similar accidents for the future; and that after such inquiry the commissioners shall (where possible) hear on the spot all claims for compensation, and assess the damages payable by the railway company to the sufferers or their representatives.

THE PROVISIONS of the Customs and Inland Revenue Act of the first session of the present year have doubtless given rise to many questions and complaints, but we doubt whether any case of greater hardship has arisen than that reported in a recent issue of the *Irish Law Reports*. In *Lalor v. Jones* (5 L. R. Ir. 282) the facts were these:—The testatrix died on the 2nd of August, 1879. The executor took the usual steps necessary for obtaining a grant of probate, the amount of the personalty being sworn under £35,000; and on the 13th of September he paid £450, the amount of probate duty payable according to the law then in force. On the 22nd of September a caveat was lodged by the next of kin, and litigation ensued, which resulted, on the 15th of April in the present year, in a decree establishing the validity of the will. In the meantime, the 43 Vict. c. 14, had come into operation, and section 9 of that statute provides that "on and after the 1st day of April, 1880, in lieu of the stamp duties now payable upon probates of wills and letters of administration in England and Ireland . . . there shall be charged and paid the duties specified in the schedule to this Act." The duty payable, as fixed by the schedule, was £315, instead of £450, but the executor applied that the probate might be sealed without payment of any further duty, arguing that since the will had been pronounced to be valid the scale of duty should be regulated by the law in force when probate was originally applied for. Mr. Justice Warren, however, held that the estate was liable for payment of the increased duty. He observed that the stamp was upon the face of it insufficient, and that the registrar had no right to make inquiry as to the time when it was actually purchased.

A CURIOUS LITTLE POINT of registration law was decided, apparently for the first time, in the case of *Spencer, Appellant; Harrison, Respondent*, reported in last week's issue of the *WEEKLY REPORTER*. A testator devised copyhold property to trustees upon trust for sale and re-investment of the proceeds, then on trust to pay the income to his wife for life, and after her decease for his children, of whom the appellant was one. The testator's wife died in his lifetime, and after the death of the testator, the trustees, by agreement among the *cestui que trust*, did not sell the copyholds, but received and divided the rents between the *cestui que trust*. The appellant's share was of sufficient value to confer the franchise, and he had been in receipt of his share of the rent for the proper time. But the question was raised whether he was seized in equity of the copyholds for such an estate as the statute requires—that is, "for his own life or for the life of another, or for any lives whatsoever, or for any larger estate." He had clearly some beneficial interest in the land as land, for although the will contained no express trust of the land or rents till sale, there was, of course, an implied trust of a share of the rents and profits for him until sale, and an interest in the rents and profits is an interest in the land (Co. Litt. 4b.). But what was this interest? Was it a freehold interest determinable on a contingency, so as to entitle the appellant to a vote,

or a mere interest at will? According to the court, the distinction between a freehold estate determinable and an estate at will turns upon the person at whose will the estate is held. If that person is the grantor, his heirs or assigns, the estate is an estate at will, whilst if that person is a stranger, the estate is a freehold determinable. Now, the estate was determinable at the will of the trustees, for since the share of one of the daughters is stated to have been settled, no effectual election to take the land as land could be made. The trustees, the court thought, could not be considered as "strangers," hence the interest determinable at their will was an interest at will only, and did not confer the franchise. The decision is probably right under the peculiar circumstances, but it must not be taken to apply to cases where an election can be made to take the property in its actual state.

A CORRESPONDENT raises the long-standing grievance, often mooted in these columns, of the heavy court fees in county courts in common law proceedings. We believe that the reason which originally led to these amounts being fixed was a desire to secure the adoption of the principle that the fees should be few in number, easily understood by suitors, and easily kept in account by the clerks. There was also present to the mind of the authorities the consideration that if a large sum were not furnished by the suitors, the amount of the annual parliamentary grant would have to be very heavy. The three principal fees were settled with a view to these considerations, and their burdensomeness to the suitor was rather left out of sight. We have not the report at hand, but we believe we are right in saying that the County Court Commissioners of 1855 recommended that the five per cent. payable on claims might be safely reduced to two and a half per cent.; and we think it is time some steps were taken to bring this matter to the notice of the authorities.

At the memorial proceedings on the death of Judge Trigg, of the Federal District Court, at Memphis, last month, says the *Central Law Journal*, one of the speakers was rather hard on the "reading judge," contrasting him with what we suppose must be called the "common-sense" judge. "I do say," he remarked, "that the learned judge, in the sense of a judge who is ever exploring the reports, for decisions rather than for reasons, and who relies solely upon them, is the most dangerous of all judges. He is not much more wise than a man who would attempt to make his way through a morass at night, trusting to the guidance of the fire-fly's lamp. It is safe to say that fully half of what makes up a law library is the merest trash, and the judge who is crammed and crammed-into the dimensions of case learning has, to say the least, filled much space with rubbish that were better left open for the free play of his own faculties."

J. York Sawyer, says an American legal journal, was one of the early circuit judges of this State. He prided himself upon his learning and dignity. When Springfield was a small village, he was holding court there in a log house, and had for his jail a log stable. In passing sentence upon a man for horse stealing, he said, "If such things were allowed, we could keep no horses in our stables, no cattle in our yards, no hogs in our pens, no chickens on our roosts." A tall, lean, rail-splitter, who was standing in the crowd of sturdy pioneers, who had gathered in the log court-house to hear the sentence of the court pronounced upon the horse thief, cried out at the top of his voice: "Hit him again, old gimlet-eye, he's got no friends here: we'll stand by you." The judge feeling that his dignity had been offended, exclaimed: "Who said that? who said that?" The rail-splitter, raising himself head and shoulders above the crowd, said: "This old hoss said it, sire." Judge Sawyer, thereupon sententially remarked: "Mr. Sheriff, take that old hoss, and put him in the stable." The sheriff obeyed the judge's order, and the rail-splitter had to remain in the log jail over night.

CHARGING A TRUSTEE OR EXECUTOR WITH INTEREST.

I.

ONE of the most doubtful points in the law of trusts is as to the circumstances under which a trustee or executor will be charged with interest on trust funds, and the rate of interest with which he will be charged. As the subject is one on which our readers are likely to be not unfrequently consulted, it seems desirable to consider in detail the doctrines which have been laid down by the courts of equity.

It is well known that before the time of Lord Thurlow it was doubtful whether a trustee or executor who used trust money in his own trade or for his own purposes would be charged with interest. Lord Nottingham said it was a fixed rule of the court, and he would not change it, that an executrix receiving money which was secured to the testator, if she laid it out to profit, should not account for the profit; for she lent the principal at her hazard, so that if it miscarried she should make it good to the estate (*Grosvenor v. Cartwright*, 2 Ch. Cas. 21; *Lynch v. Caffy*, *Ib.* 35). Lord Guildford, however, dissented from this doctrine (*Batcliffe v. Graves*, 1 Vern. 196, 2 Ch. Cas. 152); and in *Lee v. Lee* (2 Vern. 548), Lord Cowper declared that, although a trustee or executor is not empowered or directed to place the trust funds out at interest, yet if he makes interest by them he shall be accountable for it. The doctrine that a trustee must account for all profits made by the use of trust money was laid down by Lord Harcourt (*Brown v. Litton*, 1 P. W. 140); but the non-liability of an executor to account for such profits or to pay interest on assets employed by him was unequivocally asserted by Lord Hardwicke (*Adams v. Gale*, 2 Atk. 106; *Child v. Gibson*, *Ib.* 603), who, in the last-named case, said that "there never was a case in this court where a Master was directed to charge interest upon an executor who made use of assets come to his hands in the way of his trade." In the first of the above-named cases Lord Hardwicke had adopted the irrational distinction laid down by Lord Macclesfield in *Bromfiel v. Wytherley* (Prec. Ch. 505), that "if a trustee or executor is an insolvent person at the time of placing out trust money, then the *cestui que trust* shall have the whole benefit gained thereby, as he must have borne the loss thereof, if any had happened; the trustee or executor by his insolvency being exempted thereof and consequently running no hazard at all." Lord Loughborough, however, disapproved of this distinction (*Adge v. Feuilladeau*, 1 Cox, at p. 25); and it was finally demolished by Lord Thurlow, together with the distinction attempted to be established between the case of a trustee and an executor. "The doctrine I am desired to lay down," he said, "is that an executor may keep his testator's money and apply it to the use of his trade without being liable to interest. It has been argued to this extent, that if the executor is solvent he shall not pay interest; if he is not he shall. I cannot see the reason of that case. It is impossible that this should have been laid down as the law of the court. I do not say he shall pay interest on the ground of his having called in a debt which bore interest, because an executor has an honest discretion to call in money which he thinks in hazard; but when it is called in and made profit of in the way of his trade, I think he should be charged with interest" (*Newton v. Bennet*, 1 Bro. C. C. 359, 361).

Although, however, it has long been settled that a trustee or executor who unnecessarily keeps in his hands moneys which it is his duty to invest or to pay to the persons entitled will be charged with interest (*Attorney-General v. Alford*, 4 D. M. & G. 843, 851; *Staapool v. Staapool*, 4 Dow. 209, 224; *Blogg v. Johnson*, 15 W. R. 626, L. R. 2 Ch. 225, 228), the principle on which the court proceeds in such cases has been the subject of considerable controversy. The idea which was formerly entertained that the court, in the exercise of a quasi-

criminal jurisdiction, would condemn trustees or executors to pay interest as a penalty for a "direct breach of trust" (see *Pearse v. Green*, 1 J. & W. 135, 140; *Saltmarsh v. Barrett*, 14 Beav., at p. 350; *Williams v. Powell*, 15 Beav., at p. 468) has been disavowed, and the result of recent decisions is to base the practice of charging interest upon the ground that the trustee or executor either has made or must be taken to have made interest by his use of the trust moneys, constituting moneys in his hands "had and received to the use" of the *estui que trust* (*Attorney-General v. Alford*, 4 D. M. & G., at p. 851 [compare, however, *Mayor of Berwick v. Murray*, 7 D. M. & G. 497, 519, where Lord Cranworth qualified his previous decision]; *Burdick v. Garrick*, 18 W. R. 387, L. R. 5 Ch. 233; *Vyse v. Foster*, 21 W. R. 307, L. R. 8 Ch. 309, 333). The practical effect of the latter view in restricting the liability of the trustee is to charge him with interest or profits only where he might have made them, as is shown in the lastly above-mentioned cases. In *Burdick v. Garrick* it was held that a trustee who had employed trust money in the business of a solicitor ought not to be charged with compound interest, because a solicitor's profit arises from the exercise of professional skill, and not from the employment of money; and in *Vyse v. Foster* it was held that a member of a firm who had allowed trust money to be used in the business of the firm was only liable to account for the share of the profits of the business which belonged to him as a partner.

What is to be deemed an unnecessary retention of trust funds, so as to subject a trustee or executor to payment of interest, is a question of fact to be decided on the circumstances of each case. As regards trustees, little difficulty is likely to arise in arriving at an answer to the question, for there are few circumstances which can justify a trustee in keeping trust money unproductive; but, as regards executors, there is more difficulty. The question whether an executor shall be charged with interest on assets retained in his hands has been said to turn on this—viz., whether the fund has been so kept for any other purpose than that of discharging the growing claims upon it. It is frequently necessary for an executor to keep very large sums in his hands, especially in the first year after the decease of his testator; and this necessity is so fully acknowledged that, according to the constant course of the court, the fund is not considered as distributable till after that time, and interest will not be charged on balances retained by an executor or administrator till after the end of such year (*Holgate v. Haworth*, 17 Beav. 259, 260). If after that time an executor keeps money in his hands uninvested without any apparent reason, but merely for the purpose of using it, the court will charge him with interest (*Forbes v. Ross*, 1 Cox, at p. 115).

The reason for charging a trustee or executor with interest being, as already stated, that he has kept trust moneys unproductive, it is obvious that he cannot escape this liability by showing that he has always had at his bankers a balance larger than the trust fund (*Dawson v. Massey*, 1 Ball & B., at p. 230). Nor will the existence of outstanding demands, even on probable grounds (*Franklin v. Frith*, 3 Bro. C. C., at p. 434); or the fact that executors had reasonable ground for retaining money belonging to the estate, and not paying it to a claimant; that they gave sufficient notice of the difficulty to the claimant, and that the claimant did not ask them to invest or appropriate the money in any manner (*Melland v. Gray*, 2 Coll., at p. 300); or the fact that a trustee under a doubtful will claims on reasonable grounds to be entitled to the trust fund (*Mousley v. Carr*, 4 Beav. 49; *In re Evans' Estate*, W. N., 1876, p. 205); or that, owing to the ambiguity of a will, executors cannot, without the decree of the court, know who are the persons entitled to the fund (*Sutton v. Sharp*, 7 Russ. 146) relieve executors from paying interest on moneys which they have kept unproductive.

On the other hand, if it can be shown to be necessary to meet the exigencies of the testator's affairs that moneys should be kept uninvested, the executor will escape this liability (*Franklin v. Frith*, 3 Bro. C. C., at p. 434; *Littlehales v. Gascoyne*, 1b, 73; see *Dawson v. Massey*, 1 Ball & B., at p. 231, where Lord Manners said that *crassa negligentia* cannot in the case of an executor be imputed unless it be shown that all the purposes for which the executor kept the money were answered).

Interest is only charged on funds which the executor or trustee has actually retained. If he has lost the trust fund through neglect in calling it in, the court will not charge him with interest (*Tebbs v. Carpenter*, 1 Mad. 290; *Lowson v. Copeland*, 2 Bro. C. C. 156). And if an executor, acting *bonâ fide*, pays money to the wrong person by mistake, the court, although requiring him to make it good, will not, it seems, make him restore it with interest (*Saltmarsh v. Barrett* (No. 2) 31 Beav., at p. 350). And it was said by Lord Eldon in *Bruere v. Pemberton* (12 Ves. 386) that it would be too severe to hold that an executor who had brought in his account, fairly making a claim that appeared to the court to be just, but of which he could not from the evidence, furnished by his own liberality in not making the charge during the life of the testator, avail himself, and the fund, though he considered it to be his own, proved by the judgment of the court to be the testator's, and was ordered to be paid into court, should be in the same situation as if he had known it to be the testator's property and had neglected his trust. But in *In re Evans' Estate* (W. N. 1876, p. 205) administrators who had claimed to be beneficially entitled to funds in their hands were, on the decision of the court that the evidence was not sufficient to support their claim, charged with interest at four per cent.

GOODWILL AND INJUNCTIONS AGAINST DEALING WITH CUSTOMERS OF THE BUSINESS.

Cases arising on a sale of the goodwill of a business present considerable difficulty, for two reasons. The first is that the term "goodwill" can hardly be said to have any precise signification; and the second is that, whenever goodwill is involved there is generally also some special contract affecting the same rights as those which are included by implication in the transfer of the goodwill itself. There is, too, this further difficulty: the principles which have been laid down in general terms as applicable to the rights on the transfer of a goodwill are not really universally applicable, because goodwill is a different thing in different particular cases. The goodwill of a public-house at the corner of a busy street or next door to a manufactory means the natural flow of customers to that particular house; but the goodwill of the business of a solicitor, or a dentist, or a photographer, as the Master of the Rolls said in *Ginesi v. Cooper* (L. R. 14 Ch. D. 596), depends very much upon personal connection. There might also be cited the possibly apocryphal case of the crossing-sweeper at the bank, who sold his business at one year's purchase for £400. "The term 'goodwill,'" says Mr. Justice Lindley, "is generally used to denote the benefit arising from connection or reputation; and its value is what can be got for the chance of being able to keep that connection and improve it. . . . The value of the goodwill of any business to a purchaser depends, in some cases entirely, and in all very much, on the absence of competition on the part of those by whom the business has been previously carried on" (Lindley, p. 859).

There are three cases in which the value of a goodwill has to be considered—(1) on the retirement of one of the partners; (2) on the dissolution of the partnership when some or all of the partners remain in business; (3) on the sale of the goodwill at the dissolution of a partnership to a person not a member of it, or to one of

the partners. In the first case, on the retirement of one of the partners, the goodwill is left with the remaining partners. But what is meant by the goodwill in that case? Clearly something negative. The flow of customers is not interfered with, and the remaining partners are not obliged to pay a retiring partner for leaving it untouched. Of course, we are supposing a case where no special agreements are made between the retiring and remaining partners. But the retiring partner is entitled to set up immediately a similar business to that which he has just left, and next door, if he likes, to the old house: *Davies v. Hodgson* (25 Beav. 177).

In the second case, on the dissolution of a partnership, when some or all of the partners remain in business, what becomes of the goodwill? If no agreement to the contrary be made, the goodwill is partnership property, and must be sold for the benefit of the partnership, if any partner demands a sale. But as all the partners are at liberty to set up similar businesses, even after selling the goodwill, it is obvious that the goodwill is generally worthless except possibly to one of the partners who desires to carry on the business of the firm. Whether it is valuable or not depends a good deal upon the nature of the business. In some cases it would be very valuable to any one who could also get the place of business of the firm, but worthless apart from it.

The third case is that of a sale of the goodwill at the dissolution of a partnership to a stranger or to one of the partners. The same remarks of course apply as to the nature of the goodwill in this case as in the second. But there is this important difference in the two cases: on a dissolution simply, the goodwill remains with the partner or partners who retain the business, but upon a sale of the goodwill there is an implied contract on the part of the vendors, if they set up in a similar business, not to solicit the customers of the old firm to deal with them. Lord Justice Brett, in *Leggott v. Barrett* (28 W. R. 962), said, "I think that there would be an implied contract on the part of a person who sells a goodwill that he will not immediately afterwards solicit the customers who are really the people who form the goodwill; and I should say the same where there is a dissolution of partnership for valuable consideration, that the outgoing partner who dissolves the partnership for good consideration does impliedly contract that he will not immediately afterwards do away with that for which he has paid, by soliciting the customers, and so practically destroying the goodwill which he has agreed to leave with the surviving partner." In that case there was a special contract, but the question arose upon an exemption out of the contract, and the decision is, therefore, upon the general law. The Master of the Rolls granted an injunction to restrain the defendant, the retiring partner, who had set up in a similar business, from soliciting any customer of the old firm, or "actually dealing" with such customer. There had been an agreement for the continuing partner to retain the effects and goodwill and continue the business at Bradford, the other partner to retire, and not to carry on a similar business within ten miles of Bradford except at Leeds. Afterwards a formal deed of dissolution was executed by which the effects were assigned, but the goodwill was not mentioned, and there was a covenant by the retiring partner, according to the agreement, not to set up a similar business within ten miles of Bradford except at Leeds. The retiring partner did set up a similar business at Leeds, and the Lords Justices pointed out that the agreement and the deed were really the same. "The mere fact of the other (*Barrett*, the retiring partner) going out of the partnership," said Lord Justice Brett, "if nothing else was stated, left the goodwill in *Henry Leggott*, the person who had been the partner, and I presume that is the reason why nothing is said about goodwill in the deed." Therefore the question was whether or not there was anything in the sale of the goodwill which could prevent the defendant from dealing with customers

of the old firm. That is how the matter was put by Lord Justice Cotton. The real point argued upon the appeal was as to the propriety of the latter part of the injunction, whereby the defendant was restrained not only from soliciting, but "actually dealing," with customers of the old firm. As has been already stated, the doctrine is clearly established until the House of Lords sees fit to modify it, that although a person sells the goodwill of his business, he is not disentitled from recommencing a similar business next door to the old house, subject only to these restrictions—he must not solicit the customers of the old business, and he must not represent that he is carrying on that business. In *Churton v. Douglas* (Johns. 171), a case which also arose at Bradford, it was held that John Douglas, who had retired from the partnership of John Douglas & Co., and sold his interest in the goodwill, could not set up in the neighbourhood of the old house in the same line of business and call himself John Douglas & Co. Although he might set up the same sort of business close to the old house, he was not entitled to represent his business at that of the old firm. The well-known case of *Hookham v. Pottage* (21 W. R. 47, L. R. 8 Ch. 91) proceeded upon the same ground. The defendant had been a partner in the firm of Hookham & Pottage, the Oxford tailors, which was dissolved by the court with a provision that the partnership business should belong to Hookham. The defendant was restrained from putting up his name at the new place of business, to which he had gone, in such a way as to make it appear that he was carrying on the old business.

The principle upon which the court proceeds was stated by the Master of the Rolls in a very trenchant manner in a quotation with which he began his judgment in *Ginesi v. Cooper*. "The Lord Justice James has said that the command 'Thou shalt not steal' is as much a portion of the law of the courts of equity as it is of courts of law." Acting upon that principle his lordship held that a man who has sold the goodwill of his business must not deal with his old customers. "A man who has sold the goodwill of his trade or business must not solicit the old customers to deal with him; but I go further, and say that he must not deal with the old customers. . . . Can it be tolerated that men who have sold their business, including the benefit of their connection, . . . can immediately after take away the benefit of that connection so sold?" Then his lordship gives an illustration, and says, "The answer would be that he was stealing that which he had sold, and any conduct more outrageous or more opposed to morality or law could not well be imagined." In the case to which we have just referred the Master of the Rolls was not called upon to decide the point as to restraining actual dealing with the old customers, but he had an opportunity in *Leggott v. Barrett* (28 W. R. 962), of acting upon the opinion which he had very clearly expressed in the earlier case. The Court of Appeal, however, did not concur with this view; and it is to our thinking, much to be regretted that they should not have seen their way to upholding so salutary a doctrine. Mr. Justice Lindley had already characterized as "an extraordinary doctrine" the much simpler proposition that after selling a goodwill the vendor may at once set up a similar business in the immediate vicinity of the place where the old one was carried on. It must be admitted that not even the Master of the Rolls himself is more anxious than Lord Justice James to strike at the frauds of traders. In giving judgment in *Leggott v. Barrett* the Lord Justice said that at first it did appear to him that the court might, from the equitable view of the case, say that the defendant should be prevented from dealing with any customer whom he had solicited; but afterwards it appeared to him that that was too vague and too wide. Lord Justice Cotton pointed out that a dealing which was the result of solicitation would be matter for damages; but it was thought

that motives which might subsequently lead a customer to deal with the defendant were too uncertain to enable the court to allow the wide injunction to stand.

It seems to us, with deference, that the law as thus left permits great fraud. A man who sells his goodwill has only to incur the damages caused by one breach of his duty not to solicit, and the custom of the old customers may be effectually stolen and lawfully retained. No doubt in many cases one purchase at a shop does not make the purchaser a regular customer, but in the case under consideration the trader is practically sure of the custom if he can only get the old customers to learn the existence of his business; and this can be done effectually by the solicitation of one purchase. It appears to us that the only point in favour of the decision of the Court of Appeal was stated by Lord Justice Brett—that an injunction against actually dealing with the old customers would in effect be an injunction against the public. This is an ingenious theoretical quibble. The injunction would only touch a small number of the public. The honesty of the trading community at large affects them all. No doubt the public benefit is of paramount importance, but it is undoubtedly of vastly greater moment that the frauds of traders should be checked than that a limited number of persons should be deprived of the right of going to two shops instead of being confined to one.

General Correspondence.

COUNTY COURT FEES AND COSTS.

[To the Editor of the Solicitors' Journal.]

Sir,—I have just read the letter of a county court judge (page 827 of your invaluable publication) as to the number of cases that are taken to the Lord Mayor's Court of London, Salford Court of Manchester, and Liverpool Passage Court and such-like courts, and I have long noticed the increase of business in these courts. Now, I quite agree with the remark that the Legislature has provided a remedy for the recovery of large amounts and for very small amounts by the proceedings in the superior courts and the county courts, but I think the real reason of the (what may be called) intermediate sums, such as sums between £12 and £20, not being taken into the county court is on account of the heavy fees which are risked in the county court by instituting proceedings in the county court for the recovery of such sums; and again, the remuneration to the solicitor is more in the Lord Mayor's and other courts than in the county courts on such sums. Put these two facts together and you have a very good reason why the business of the other courts for such sums increases, leaving the county courts to deal with the smaller and the superior courts to deal with the highest claims.

We do complain that the remuneration in the county court on the sums in question is totally inadequate for solicitors, and that the fees (which go to the court and are therefore risked by the suitor) are exceptionally heavy. Make the fees less to the court on the sums in question and the remuneration to the solicitor higher, or, in fact, the same as in the other courts, and the other courts would be nowhere.

I know I have hesitated, time after time, to issue plaints in the county court for sums between £10 and £20 on account of the heavy fees my client would risk.

Were the risk our own we should not mind, but it is the money our clients have to pay out of pocket that we do not like that they should risk.

H. F. BUCKLAND.

Horton Grange, Redland, Sept. 7.

Cases of the Week.

COMPANY—VOLUNTARY LIQUIDATION—SUPERVISION ORDER—REMOVAL OF LIQUIDATOR.—In a case of *In re North Buckley Colliery and Fire Brick Company (Limited)*, before the Vacation Judge on the 8th inst., a petition was presented for a supervision order and the removal of a voluntary liquidator. The company went into voluntary liquidation in 1876, and an action was, in 1877, commenced by the liquidator against the petitioner for calls alleged to be due by him as a director. The action was dismissed, with costs, and these costs were subsequently taxed at a sum over £100. Applications for payment of this sum had been frequently made to the liquidator and his solicitor since 1877, but without result, and it was alleged that he had failed to get in certain calls which he might have obtained from certain contributories. He had, after some time, sent in an account showing that he had paid his solicitor a sum of about £150, had retained as his remuneration a sum of £80, and had only left in his hands a sum of about £40, which he claimed as further remuneration. It was also alleged that the affairs of the company required investigation, and that a sum of money would be found to be due from the liquidator and others as promoters. As the petitioner could not obtain payment he presented this petition. For the petitioner it was contended he was entitled *ex debito justitiæ* to a winding-up order, and that the liquidator ought to have paid him his costs in priority to any costs of the winding up, on the authority of *In re Home Investment Society* (L. R. 14 Ch. D. 167). No affidavit was put in by the liquidator in answer to the case made against him, but it was argued on his behalf that time ought to be given him to answer the affidavits, and that, although he did not object to a supervision order, there was no case made for his removal even on the petitioner's own showing. POLLOCK, B., said that the winding up must be continued under a supervision order, and, although not without some doubt, he thought, on the whole, the liquidator ought to be removed. He thought he could have answered the affidavits had he been so disposed, and as he had not done so, it was clear that he had not been acting in the winding up according to the usual rule of the court in the payments he had made, and, without desiring to stigmatize his conduct, he had not acted quite properly. Under the circumstances, the liquidator must be discharged, but he should direct the order not to be drawn up in case the liquidator within a fortnight paid the petitioner his debt and the costs of the petition.—SOLICITORS, Layton & Jaques.

COMPANY—SUPERVISION ORDER—COMPULSORY ORDER—EXECUTION AFTER WINDING UP—DELAY OWING TO DECEPTION BY COMPANY.—In the case of *The Mid-Cornwall Colliery Company (Limited)*, also before the Vacation Judge on the 8th inst., a petition was presented for a compulsory order where the company had passed a resolution for a voluntary winding up, and a motion was also made by some judgment creditors seeking to discharge an *ex parte* order restraining them from enforcing an execution after the voluntary winding up. It was contended for the judgment creditors that they had been deceived by the company into taking no steps for some months, and, therefore, that they were, on the authority of *In re Richards and Company* (L. R. 11 Ch. D. 676), entitled to enforce their execution. They also submitted that the petitioner could not claim a supervision order, as he had only asked by his petition for a compulsory order. POLLOCK, B., was of opinion, notwithstanding that the petition only asked for a compulsory order, that the petitioner was entitled to ask for a supervision order, which he accordingly gave him. As to the motion, he was of opinion it failed, as there was no evidence that the creditors had in fact been deceived by the company, and they had not, therefore, been able to bring their case within the authority of *In re Richards and Company*. The motion must, therefore, be dismissed with costs, and the winding-up order now made would operate as an injunction, making it unnecessary to continue the previous order.—SOLICITORS, Taylor, Hoare, & Taylor; Doyle & Sons; Emmet & Co.

INJUNCTION—RESTRAINING USE OF NAME—DELAY—RESTRAINING ISSUE OF ADVERTISEMENT.—In a case of

Hatcher v. Ball, also before the Vacation Judge on the 8th inst., a motion was made to restrain the defendant from using the word "Hatcher" as an addition to his hotel, and also from issuing an advertisement stating that his hotel was the only one at Dawlish having an uninterrupted sea view. The plaintiff's hotel has a sea view, but as to the word "Hatcher" it appeared that the defendant had used the name since 1877. The plaintiff had advertised his hotel as having a splendid sea view. For the plaintiff, as to the second part of the motion, it was contended the case came within the authority of *Thorley's Cattle Food Company v. Massam* (28 W. R. 866), and *Thomas v. Williams* (Ib. 983). Pollock, B., said he should not define the exact amount of injury necessary to entitle the court to interfere in the case of an advertisement. As to the word "Hatcher," it was clear the plaintiff was not entitled to any *interim* injunction, and as to the advertisement, he was also of opinion there was no case for an injunction. There could be no doubt that the defendant's advertisement was untrue, and scarcely any hotel could be said to have an uninterrupted sea view from all the windows. It was a question of degree, however, as to what constituted an actionable injury, and, looking at this advertisement in a reasonable way, he was of opinion it did not constitute such an injury as to entitle the court to interfere. There was here no affirmative statement that the plaintiff's hotel had no sea view, or anything sufficient to bring the case within the authority of *Thomas v. Williams* and *Thorley's Cattle Food Company v. Massam*, and it was also clear there was no taking of a trade-name by the defendant, so as to bring the case within another class of cases. The motion must, therefore, be dismissed, with costs. —SOLICITORS, *Thomas Scott; Coode, Kingdon, & Cotton*.

PRACTICE — ATTACHMENT — MOTION TO DISCHARGE DEBTOR—DISCRETION—DEBTORS ACT, 1878.—In the case of *Sawyer v. Sawyer*, also before the Vacation Judge on the 8th inst., an application was made to discharge a defaulting trustee from prison, on the ground that there was no moral blame attributable to him, and that he offered to pay into court as large a sum as his means would allow. His affidavits were not met by the other side. A preliminary objection was taken to the motion that it ought to have been made to the same judge who made the order for committal. Pollock, B., overruled the preliminary objection, and held that on the trustee's affidavits there was sufficient ground for releasing him, and he accordingly ordered his discharge from prison on the terms offered.—SOLICITORS, *Cooke; Courtney; Croome*.

Societies.

INSTITUTE OF INTERNATIONAL LAW.

The first meeting of this Institute at Oxford took place on the 7th inst. in the Divinity School. The Right Hon. Montague Bernard was elected president, MM. Neumann and Bluntschli vice-presidents, M. Rivier secretary general, and M. Rolin secretary.

The following members were also present:—MM. Arntz, Professor at Brussels; Clunet, of Paris (editor of the *Revue de Droit International Privé*); Laveleye, Professor at Ghent; Gesener, of Dresden; Mr. Holland, Professor at Oxford; Dr. Lande, of Pampeluna; Prof. Lorimer, of Edinburgh; MM. Martens, of St. Petersburg; Neumann, of Vienna; Pierantoni, of Rome; Rolin-Jacquemyns, Minister of the Interior for Belgium; Saripolos, late Professor at Athens; Sir Travers Twiss, Q.C.; and Mr. Westlake, Q.C. The following associates also attended the meeting:—Sir Sherston Baker; MM. J. Clère, of Paris; Danewsky; Mr. A. V. Dicey; Mr. W. E. Hall; MM. Prins, Professor at Brussels; A. Rolin, of Ghent.

The vacancies in the list of members were filled by the election as members of MM. Schulze, of Heidelberg, and Clunet, of Paris, who had been hitherto associates. The following were elected associates:—M. Danewsky, Professor at Kharkoff; Mr. A. V. Dicey; MM. Grünhut, Professor at Vienna; Lyon Caen, Professor at Paris; Prins, Professor at Brussels; and Professor Teichmann, of Basle.

The SECRETARY described the work of the several commissions during the year, and concluded by enumerating the

great names—Bracton, Albericus Gentilis, Blackstone, and Eldon—connected with Oxford and the science of jurisprudence.

M. MONTIER gave a *resumé* of the statistics of the society, and an obituary notice of M. Heffter was read.

The meeting then proceeded to discuss the report of the committee on the "*Confit des Lois de Droit Civil*," the first article being that "the stranger, whatever his religion or nationality, shall enjoy the same civil rights as the native," save in certain excepted cases.

M. NEUMANN stated that this was the case in Austria, provided there was reciprocity.

A discussion followed on the meaning of the term "civil," but the article was accepted as it stood after a long discussion, in which MM. JACQUEMYS and PIERANTONI and Professor HOLLAND took part.

M. ARNTZ then moved Article 2: "That a legitimate child should have the nationality of its father; an illegitimate child that of its putative father; or, failing an admitted parentage, of the mother; and the child of unknown parents shall be a citizen of the country in which it is born, or in that in which it is found, when the place of its nativity is unknown."

M. MARTENS, while agreeing in the principle of the last clause, argued that the wording was unsuitable, and on his motion part of the proposal was remitted to the Commission for revision.

Professor BLUNTSCHLI remarked that the territorial principle as determining nationality was that of the middle ages; the national principle was the modern and the more just.

A discussion followed on the nationality of illegitimate children and of foundlings, in which MM. ROBIN, WESTLAKE, Sir TRAVERS TWISS, MM. SARIPOLOS, MARTENS, and others took part, and the article was carried.

The meeting proceeded to discuss the proposal that legal status and legal capacity should be regulated by the laws of the State to which a person belongs by his nationality, or by the laws of the place of his original domicile in cases where different legislations co-exist in the same State. When a person has no known nationality his status to be regulated by the laws of his place of domicile.

Mr. WESTLAKE preferred the last instead of the original domicile, and M. Clunet and Mr. Dicey agreed with him in principle.

Mr. DICEY suggested substitution of "actual domicile," pointing out that a comparatively large number of persons never think of registering or legalising their domicile, and insisting on the impossibility frequently of discovering original domicile.

The discussion was resumed in the afternoon, when Mr. WESTLAKE stated that, in view of the difficulties connected with the subject in Great Britain, he hoped to see passed an Act for the compulsory registration of change of domicile.

M. CLUNET urged that it was sufficient to say that a person's status was governed by the law of his nationality.

M. ARNTZ agreed with M. Clunet in principle.

The first part of the article was carried unanimously.

As to the second part, it was proposed and carried to omit the word "original," and an amendment of M. PIERANTONI was substituted for the article as it stood, to the effect that in cases where different legislations co-exist in the same country (as in Great Britain) the status should be determined in accordance with the law as interpreted by the courts of that country.

As regards the case of unknown nationality, it was carried that status should be determined by domicile, M. BLUNTSCHLI remarking that, while descent was the primary principle, domicile came in as a subsidiary principle.

M. PIERANTONI thought it unnecessary to contemplate such cases.

M. CLUNET thought them frequent and important. He suggested at the same time cases in which one nationality had been renounced, and no other acquired, and when there was at the same time no domicile.

M. BLUNTSCHLI, however, said that nationality could not be renounced, except on the acquisition of another nationality.

On Wednesday morning the meeting was occupied in discussing an article laying down that successions should be regulated by the laws of the State to which the deceased belonged, and another to the effect that "in no case will the

laws of a State have effect in the territory of another State, if they are in opposition to the public right or the public order of that State." As to this, a discussion arose as to what were questions of *l'ordre public*.

M. CLUNET gave as an illustration the disposition of landed property.

Sir TRAVERS TWISS maintained that this was not so in England, but that, nevertheless, English courts would not consent to allow foreign law to intervene in the administration of succession in landed estates. This term was, therefore, opposed by him, as also by Professor Holland.

M. NEUMANN suggested the substitution of *droit intérieur* for *droit public*, but this was rejected almost unanimously, as also the proposal to suppress the term *droit public*.

In the afternoon the meeting discussed topics connected with the conflict of penal laws.

Appointments, Etc.

Mr. CHRISTOPHER WILLIAM ALDERSON, solicitor, of Ekington, has been appointed Clerk to the Magistrates for the Ekington, Dronsfeld, and Hemsworth Divisions. Mr. Alderson was admitted a solicitor in 1872, and is in partnership with Mr. William Dust, the clerk to the Ekington Rural Board.

Mr. JOHN BRIDGE ASPINALL, Q.C., who has been appointed a Commissioner to inquire into the existence of corrupt practices in the City of Gloucester, was called to the bar at the Middle Temple in Michaelmas Term, 1841, and is a member of the Northern Circuit. He became a Queen's Counsel in 1864, and is a bencher of the Middle Temple, recorder of Liverpool, and Attorney-General for the County Palatine of Durham.

Mr. GEORGE BOYDELL, solicitor and proctor (of the firm of Boyde, Taylor, & Fluit), of Chester and Flint, has been appointed Registrar of the Mold and Flint County Courts (Circuit No. 29). Mr. Boyde was admitted a solicitor in 1845, and is clerk to the magistrates and the Commissioners of Taxes for the Eastern Division of the Hundred of Broxtown. He is in partnership with Mr. Taylor, town clerk and clerk to the magistrates for the borough of Flint, and with Mr. Arthur Randal Fluit.

Mr. LEWIS WILLIAM CAVE, Q.C., who has been appointed a Commissioner to inquire into the existence of corrupt practices in the City of Oxford, was formerly scholar of Lincoln College, Oxford, where he graduated second class in *Literæ Humaniores* in 1856. He was called to the bar at the Inner Temple in Trinity Term, 1859, and he is a member of the South-Eastern Circuit. Mr. Cave became a Queen's Counsel in 1875, and is recorder of the city of Lincoln, and a bencher of the Inner Temple.

Mr. ARTHUR JOHN HAMMOND COLLINS, Q.C., who has been appointed a Commissioner to inquire into the existence of corrupt practices in the City of Chester, was called to the bar at Gray's-inn in Trinity Term, 1860, and is a member of the Western Circuit. He became a Queen's Counsel in 1877, and he is a bencher of Gray's-inn.

Mr. ALFRED TRISTRAM LAWRENCE, barrister, who has been appointed a Commissioner to inquire into the existence of corrupt practices in the City of Chester, was called to the bar at the Middle Temple in Hilary Term, 1869, and practices on the Oxford Circuit.

Mr. WILLIAM ROBERT MCCONNELL, barrister, who has been appointed a Commissioner to inquire into the existence of corrupt practices in the City of Gloucester, was called to the bar at the Inner Temple in Easter Term, 1862, and is a member of the Northern Circuit.

Mr. CHARLES WILLIAM PALMER, solicitor, of Cambridge, has been elected (without opposition) to be Coroner for Cambridgeshire, in succession to his partner, the late Mr. Frederick Barlow. Mr. Palmer is also clerk to the Cambridge Improvement Commissioners and to the county magistrates. He was admitted a solicitor in 1869, and is in partnership with Mr. John Bonnett, the clerk to the Harston School Board.

Mr. WILLIAM ALVES RAIKES, barrister, who has been appointed a Commissioner to inquire into the existence of

corrupt practices in the City of Chester, was educated at Oriel College, Oxford, where he graduated third class in law and modern history in 1868. He was called to the bar at Lincoln's-inn in Easter Term, 1870.

Mr. EDWARD RIDLEY, barrister, who has been appointed a Commissioner to inquire into the existence of corrupt practices in the City of Oxford, is the second son of the late Sir Matthew White Ridley, baronet, and was born in 1843. He was educated at Harrow, and was formerly scholar of Corpus Christi College, Oxford, where he graduated first class in *Literæ Humaniores* in 1866. He is a fellow of All Saints' College, and was called to the bar at the Inner Temple in Trinity Term, 1868. Mr. Ridley practices on the North-Eastern Circuit, and was M.P. for South Northumberland in the Conservative interest from April, 1878, till April, 1880.

Mr. JOHN VERNON, solicitor, of 2, Moorgate-street, E.C., has been appointed a Commissioner to administer Oaths in the Supreme Court of Judicature.

Companies.

WINDING-UP NOTICES.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

CLARKE AND COMPANY, LIMITED.—Petition for winding up, presented Sept 1, directed to be heard before the Vacation Judge, on Sept 22. Rogers and Chave, Queen Victoria st, solicitors for the petitioner.

DIRECT FISH SUPPLY ASSOCIATION, LIMITED.—Petition for winding up, presented Sept 2, directed to be heard before the Vacation Judge, on Sept 15. Christmas, Walbrook, solicitor for the petitioner.

LAND AND FINANCE CORPORATION, LIMITED.—Baron Pollock has fixed Sept 15 at 12, at Staple inn, Holborn, for the appointment of an official liquidator.

ROCHDALE PAPER MANUFACTURING COMPANY, LIMITED.—Petition for winding up, presented Aug 30, directed to be heard before Baron Pollock, on Sept 15. Johnson and Weatheralls, King's Bench walk, Temple, agents for Needham and Co, Manchester, solicitors for the petitioner.

[Gazette, Sept. 7.]

COUNTY PALATINE OF LANCASTER.

LONGBRIDGE MANUFACTURING COMPANY, LIMITED.—Petition for winding up, presented Aug 31, directed to be heard before V.C. Little, at the Assize Courts, Strangeways, Manchester, Oct 31. Ascroft, Preston, solicitors for the petitioner.

[Gazette, Sept. 3.]

Legislation of the Week.

HOUSE OF LORDS.

SEPT. 2.—BILL IN COMMITTEE.

Assaults on Young Persons.

BILLS READ A THIRD TIME.

Savings Banks (No. 1), Merchant Shipping (Carriage of Grain), Ground Game.

BILL READ A FIRST TIME.

Expiring Laws Continuance.

SEPT. 3.—BILL READ A SECOND TIME.

Expiring Laws Continuance.

BILL READ A THIRD TIME.

Assaults on Young Persons.

SEPT. 4.—BILL READ A THIRD TIME.

Expiring Laws Continuance.

BILL READ A FIRST TIME.

Consolidated Fund (Appropriation).

SEPT. 6.—BILL READ A SECOND TIME.

Consolidated Fund (Appropriation) (also passed through other stages).

SEPT. 7.—ROYAL ASSENT.

The Royal assent was given by Commission to the following Bills:—Consolidated Fund (Appropriation), Post-Office Money Orders, Debtors (Scotland), Wild Birds Protection, County Court Jurisdiction in Lunacy (Ireland), Savings Banks, Merchant Shipping (Carriage of Grain),

Ground Game, Criminal Law Amendment, Irish Loans, Expiring Laws Continuance, Employers' Liability, Universities and College Estates Amendment, Census, Census (Scotland), Burial Laws Amendment, Drainage and Improvement of Lands (Supplemental) (Ireland), Education Department Provisional Order Confirmation (London), Malkear Drainage District, Liverpool Corporation, Nottingham Corporation Loans, Cathcart District Railway, Clara and Banagher Railway, Ennis and West Clare Railway, and Lord Plunket's Indemnity.

HOUSE OF COMMONS.

SEPT. 2.—BILL READ A SECOND TIME.

Appropriation.

BILL IN COMMITTEE.

Census (also read a third time).

BILLS READ A THIRD TIME.

Expiring Laws Continuance, Universities and College Estates Act Amendment.

SEPT. 3.—BILL IN COMMITTEE.

Consolidated Fund (Appropriation).

BILL WITHDRAWN.

Leases.

New Orders, &c.

TRADE-MARKS (SWITZERLAND).

A dispatch has been received through the Foreign Office from her Majesty's Minister at Berne, containing copies of the trade-marks deposited at the Federal Bureau between the 1st of May and the 31st of July last for subsequent registration in Switzerland. It is very important that persons using trade-marks in Switzerland should inspect the official publication containing a transcript of the trade-marks applied for, as the period for lodging objections to the registration of these marks terminates on the 30th of the present month. The publication can be seen at the Trade-Marks Registry Office, 25, Southampton-buildings, Chancery-lane, between the hours of ten and four.

Creditors' Claims.

CREDITORS UNDER 22 & 23 VICT. CAP. 25 LAST DAY OF CLAIM.

ARKLE, WILLIAM, Stocksfield on Tyne, Northumberland, Joiner. Nov 1. Mather and Co, Newcastle upon Tyne
ASTFALL, SARAH, Rock Ferry, Chester. Sept 15. Burton and Coleman, Liverpool
ATKINSON, SAMUEL, Heckmondwike, York, Chemist. Sept 20. Sykes, Heckmondwike
BAKER, SUSANNAH, Dorchester. Sept 20. Aldridge and Aldridge, Poole
BAXTER, RICHARD, Leinster gardens. Sept 20. Carlyon and Son, Truro
BEECHMAN, JOHN PENBERTHY, Saint Austell, Cornwall, Surgeon. Sept 20. Coodie and Co, St Austell
BULL, FREDERICK AUGUSTUS HUMPHREY, Dinton, Buckingham, Load Agent. Oct 30. Fell, Aylesbury
BUDETTE, SIR ROBERT, Foremark, Derby, a Retired Colonel in H.M.'s Army. Sept 30. Farrer and Co, Lincoln's inn fields
CARLISLE, BENJAMIN, Hartlepool, Greengrocer. Sept 20. Todd, Hartlepool
CHADWELL, THOMAS, Peterborough, Printer. Sept 18. Percival and Son, Peterborough
CLARK, WILLIAM, Leeds, Coachmaker. Oct 10. Simpson and Burrell, Leeds
ENIS, ROBERT, Upper Norwood, Esq. Sept 25. May, Russell sq
CRITCHELL, ANN, Dowry parade, Bristol. Sept 30 Jacques, Bristol
FTEGHEALD, CHARLES ROBERT, York st, Portman sq, Esq. Oct 0. Barnes and Bernard, Finsbury circus
FISKE, MARGARET CAULFIELD, Ventnor, Isle of Wight. Sept 29. Elliott, Vernalum bldgs
GARRELL, JOHN, Blashford, Southampton, Gent. Sept 1. Sharp, Christchurch
GIBSON, WILLIAM HALL, Ryde, Isle of Wight, Esq. Sept 4. Ratcliffe, Ryde
HARGREAVES, THOMAS, St. Anne on the Sea, Lancaster, Gent. Sept 20. Ascroft, Preston
HASTY, AFRICA, Walsall, Stafford. Dec 1. Wilkinson and Gillespie, Walsall
HASTY, HENRY, Pimlico rd, Pimlico, Journeyman Baker. Sept 22. Mills and Co, Brunswick pl, City rd
HAYDEN, JOSIAH, Birmingham, Jeweller. Sept 20. Pounton, Birmingham

JOHNSON, THOMAS, Gray's inn road, Tailor. Sept 20. Flux and Leadbitter, Leadenhall st
JOSEY, GRACE, Fendlebury, nr Manchester. Oct 1. Slater and Co, Manchester
KELL, WILLIAM GEORGE, Brighton, Esq. Oct 2. Bedford and Monier-Williams, Bucklersbury
KENISTON, SAMUEL HALL, Goswell rd, Islington, Draper. Nov 1. Catell, Great James st, Bedford row
LAWRENCE, ROBERT, Waltham St. Lawrence, Berks, Builder. Sept 11. Cave, Bracknell
LEWIS, THOMAS HODGE, Carmarthen, Wine and Spirit Merchant. Sept 20. George, Newcastle Emlyn
MORGAN, WILLIAM, Ystalyfera, Glamorgan, Saddler. Oct 1. Jellico, Swansea
PARKER, JOHN, Giggleswick, Morecambe, Lancaster, Gent. Oct 2. Hartley, Settle
STURGEON, WILLIAM, Galway st, City rd, Gent. Sept 22. Mills and Co, Brunswick pl, City rd
SON, ISAAC, Mansell st, Whitechapel, Gent. Sept 25. Harris and Godwin, Moorgate st
SPRING, ELLEN, Aylestone, Leicester. Oct 18. Haxby, Leicester
THOMAS, JOHN Loominster, Gent. Sept 30. Burrup and Coren, Gloucester
WARDELL, WILLIAM, Birmingham, Tallow Chandler. Aug 31. Sargent and Son, Birmingham
WORTLEY, JOHN, Durham, Chemist. Sept 26. Wortley, Framwell-gate, Durham
YOUNG, JANE, Markham st, Chelsea. Sept 27. Flux and Leadbitter, Leadenhall st

[Gazette, August 20.]

BRADON, SIR CECIL, K.C.S.L., Clement's lane. Oct 4. Bockes and Son, Lincoln's inn fields
BRACKLEY, ELIZABETH, The Retreat, York. Sept 27. Foster and Son, Liverpool
BENNETT, JOHN, Exeter, Esq. Nov 30. Roberts, Exeter
BETT, WILLIAM, Benniworth, Lincoln, Farmer. Oct 10. Bell, Louth
BRADLEY, FRANCIS, Upper st, Islington, Builder. Sept 17. Parkers, Bedford row
DABBER, JOHN, Warwby, Lincoln, Gent. Nov 6. Freer and Co, Brigg
DAWSON, ELIZABETH, Hornsea, York. Sept 21. Eldridge and Stevenson, Hull
DUNCAN, ROBERT, Liverpool, Merchant. Oct 10. Duncan, Liverpool
ELLIS, JOHN, Harper's Hall, Pembroke, Gent. Oct 2. Lock, Tenby
ELLWOOD, WILLIAM, Thorpe, Westmoreland, Yeoman. Oct 16. Atkinson, Penrith
GUEST, JOHN, Rotherham, York, Gent. Sept 20. Oxley and Coward, Rotherham
HAWLEY, WILLIAM, Charlton Kings, Gloucester, Gent. Oct 1. Galt, Cheltenham
LEVER, HANNAH, Bury, Lancashire. Oct 1. Grundy and Co, Bury
MAHER, FRANCIS, Kingston upon Hull, Tailor. Sept 30. England and Co, Hull
MILLAGE, JOHN, Russell court, Strand, Carpenter. Oct 1. Nicholas, Lincoln's inn fields
MOSELEY, WILLIAM, Cumberland terrace, Regent's Park, Architect. Oct 1. Wodehouse, Gray's inn sq
NAGLE, JAMES GWYN, Sydney, New South Wales, Purser. Mar 1. Hillier and Taylor, Fenchurch bldgs
NALSON, JOSEPH, Osculton st, St Pancras, Gent. Oct 1. Hill and Dickinson, Liverpool
PAGE, ROBERT HYDE, Brighton, Gent. Sept 30. Page, Underwood, Mumbles
PHIBBS, JAMES KINGSTON, Margate, Kent, Gent. Oct 30. Cuff, St Martin's lane
PIPER, ELIZABETH, Cambridge. Oct 1. Fenn, Newmarket
POYSER, THOMAS, Muggington, Derby, Farmer. Sept 17. Fisher and Co, Ashby-de-la-Zouch
REE, KATHERINE, Bury, Lancashire. Oct 1. Grundy and Co, Bury
SHEPHERD, JOHN, Rochdale, Lancashire, Gent. Oct 1. Grundy and Co, Bury
STAMP, ALICE BRADLEY, Nottingham. Sept 29. Acton, Nottingham
TAYLOR, ALFRED WILLIAM, Stoke Newington rd, Grocer. Sept 2. Parkes, Queen Victoria st
TAYLOR, RICHARD, Newark upon Trent, Butcher. Oct 11. Pratt and Hodgkinson, Newark upon Trent
TEMPERLEY, THOMAS CRAM, Gateshead, Durham, Commission Agent. Nov 1. Temperley, Gladstone terrace, Gateshead
TENNENY, EDWIN, Sydenham, Kent, Esq. Oct 1. Stevens and Co, Old Jewry
WHEELER, MARIA, Malvern Link, Worcester. Oct 1. Stroud, Cheltenham
WALLER, MARY, Southsea. Sept 29. Reed, Portsea
WOODS, JOSEPH, Preston, Lancashire, Cotton Manufacturer. Sept 24. Houghton and Myres, Preston

[Gazette, Aug. 24.]

ATKINSON, GEORGE, Surgeon Major in the Army Medical Department, in H.M.'s Service. Sept 20. Hardman and Sons, Dublin
ATHLEY, THOMAS, Gosforth, Northumberland, Grocer. Nov 1. Clayton and Gibson, Newcastle upon Tyne
BENDY, RICHARD, jun, Seymour st, Euston sq, Olman. Oct 31. Munns and Longden, Old Jewry
BRAITHWAITE, JOSEPH, Nottingham, Esq. Oct 30. Watson and Wadsworth, Nottingham
BRIANT, JAMES, Kennington Park rd, Auctioneer. Oct 1. Briant, Kennington Park rd
CLARK, WILLIAM ROBERT, Wymondham, Norfolk, Esq. Oct 18. Whiles and Co, Wymondham
CROCKING, JOHN, Durham, Esq. Nov 1. Walsell, Northallerton
CLAYTON, JAMES, Ivybridge, Devon, Handier. Sept 30. Pears, Plymouth
CURRIE, CATHERINE LOTIS, Bryanston st. Sept 25. Abbott, New inn, Strand
DANIEL WILLIAM, Grange rd, Brompton, Gen. Secretary. Oct 20. Arkoll and Cockell, Tooley st, Southwark

BARWOOD, HENRY, Chipping Norton, Oxford, Ironmonger. Oct 30. Kilby and Mace, Chipping Norton

HARRISON, HENRY, Edinboro villa, Champion Hill, Lieutenant in 2nd Buff Regt of Hussars. Oct 20. Carter, Austin Friars

HILL, CATHERINE, Stockport, Chester. Sept 20. Newton, Stockport

HUNT, WILLIAM SUTTON, Fawley, Oxford, Farmer. Sept 29. Wilkins, Chipping Norton

JACKSON, RALPH, Tunstall, Stafford, Common Brewer. Sept 13. Hollingshead, Tunstall

MCALPIN, GEORGE DONALD, Claverton st, Pimlico, Esq. Oct 14. Murray, Whitehall place

NEVILL, WILLIAM, Alnwick, Northumberland, Gardener. Oct 16. Hindmarsh, Bondgate Without, Alnwick

REID, THOMAS HENRY WELINGTON, Holmes Chapel Chester, Gent. Oct 24. Parker and Stocks, Manchester

PAINT, Right Hon. Lord GEORGE AUGUSTUS FREDERICK, K.C.B. Fern st, Mayfair. Oct 4. Lowe, Temple gardens, Temple

PAINT, ELIZABETH SARAH, Brynigola, Holyhead, Anglesey. Oct 15. Barber, Bangor

PRANCE, PARMENAS, Plymouth, Esq. Oct 4. Francis and Co, New-Abbott

SEDAWORE, CATHERINE JANE, South Devon place, Plymouth. Oct 4. Bullock and Rowe, Plymouth

SEDAWORE, WILLIAM JAMES, Plymouth, Captain in the Royal Navy. Oct 8. Bullock and Rowe, Plymouth

SMITH, ANN, Hopwood, Lancaster. Oct 1. Grundy and Co, Bury

THOMAS, JAMES, Haslington, Chester. Yeoman. Sept 15. Cooke, Crews

WHIFFE, EDWIN BASTARD, Plymouth, Ironmonger. Sept 30. Pearce, Plymouth

WILKINSON, HENRY, Hanwell Lunatic Asylum, Gent. Sept 23. Cooper and Walker, Billiter st

WRIGHT, JOHN GRANT, Southampton, Presbyterian Minister. Aug 31. Wright, Forrestdale, Kelson

[Gazette, August 27.]

BOKROW, HENRY, Truro, Gent. Sept 30. Smith and Paul

COUDREY, WILLIAM LOVELEIGH, Bromley, Kent, Gent. Sept 29. Bristol and Shepherd, Cannon st

DALTON, ELIZABETH HAYWOOD, Dempsey st, Mile end. Sept 29. Pearce and Sons, Giltspur st

DEASON, AMBROSE BERRY, Ilford, Stratford, Timber Merchant. Oct 10. Hillcarys and Taylor, Fenchurch bldgs.

DIE, JOHN, Stoke-upon-Trent, Marble Merchant, Sept 29. Slaney and Son, Newcastle-under-Lyme

FURBER, SARAH REEMER, Avenue de la Grande Armee, Paris. Sept 13. Emmanuel and Simons, Finsbury circus

HUTCHCOCK, WILLIAM, Arlington rd, Surbiton. Sept 29. Potter, Farnham

HOMFORD, DAVID ELIZABETH MARIA, Delamere terrace, Paddington. Sept 30. Poole, South Petherton

KEMPEY, GEORGE FRANCIS, Tooley st, Southwark, Esq. Oct 15. Druce and Co, Billiter sq

LOWE, DENNIS, Elton, Overlooker in a Paper Mill. Oct 1. Grundy and Co, Bury

MASON, RICHARD, Hereford, Farmer. Sept 18. Masefield and Sons, Ledbury

PIDGON, HENRY CLARK, Fitzroy rd, Regent's park, Artist. Sept 31. Francis and Johnson, Austin Friars

PRICE, SAMUEL, Sheffield, Corn Miller. Oct 16. Vickers and Son, Sheffield

RYLEY, GEORGE, Queen st, Soho, Printer. Oct 14. Sheirs, Burleigh st, Strand

SEVENS, HONORIA, Buckland, Dover. Sept 29. Mowl, Dover

WATERMAN, JOHN, Featherstone bldgs, High Holborn, Jeweller. Oct 9. Aldenborough, St. Paul's Churchyard

WILLIAMS, CHARLES, senr, Cranbrook, Kent, Carrier. Sept 29. Philpott and Wood, Cranbrook

[Gazette, Aug 31.]

Legal News.

On Wednesday the Corporation of Canterbury held a special meeting for the purpose of appointing a coroner for that city in the room of Mr. Thomas Thorpe de Lasaux, solicitor, who recently resigned the office, after having held it for half a century. The choice of the corporation fell upon Mr. Johnson. Mr. de Lasaux, although he has given up his appointment in connection with Canterbury, still retains the office in respect of the county, which position he has occupied for about sixty years.

On the last day of Parliament notice was given of a question to the Attorney-General as to the intentions of the Government with respect to the introduction next session of the Criminal Code Bill. The following letter has been received from the Attorney-General: "Dear Sir,—I observed on Saturday that you gave me notice of a question in relation to the bringing forward of the Criminal Code. As I believe you will have no opportunity of putting the question, I beg to inform you that I am not aware that the Government have as yet determined upon the legal measures to be introduced during the coming session of Parliament. But you may be assured that the importance of dealing, if possible, with the

question of criminal law codification will be fully recognized.—Believe me, yours faithfully, HENRY JAMES."

The *Sootsman* announces the death of Mr. J. Cockburn Christie, W.S., Deputy-Keeper of the Records in the Register House, Edinburgh. After becoming, in 1838, a member of the Society of Writers to the Signet, Mr. Christie acted for a number of years as clerk to Lord Ivory, in which post he remained so long as his lordship continued on the bench. When his services were no longer required in this capacity, he was offered an appointment on the searching staff in the Register House, which he accepted, thus entering on a connection with this public establishment which lasted till his death. A few years after thus obtaining a footing in the office, he was, on the resignation of the late Mr. G. R. Kinloch, in the year 1868 promoted to the keepership of the Register of Deeds. Five years later, when the post of Deputy-keeper of Records became vacant, he received that appointment, and this office he held down to the time of his death.

A correspondent of the *Times* writes to say "that, entering a literary work of any sort at Stationers'-hall is a complete farce, and confers no rights that the proprietor does not possess from the simple fact of publication; but in case a copyright is infringed the form of entering the book at the hall has to be gone through before an injunction can be granted against the infringer. As an illustration of the practical inutility of the Stationers'-hall Registry I may refer to the evidence of Mr. William Longman before the Commission on Copyright which sat a few years back, when he stated that of so little practical importance was Stationers'-hall to the trade that not two per cent. of the books that were published by his firm were ever entered there. It may be gathered from this of what little importance the registers at Stationers'-hall are to those who consult them for purposes such as your correspondent mentions. I have acted as an agent for many years in entering at Stationers'-hall, and have paid at least £1,000 in fees, nearly every penny of which has been utterly wasted, so far as any practical end has been served."

Mr. F. T. Hall, writing to the *Times* on the cost of litigation, says the root of the evil "which is so exuberant in its growth, and which underlies the whole difficulty, is the law of evidence as it now exists. It is well known in our branch of the profession that the expense which weighs heaviest on the litigant is that of the attendance of witnesses. Persons of all classes and occupations, and from all parts of the country, have to be collected in readiness for the trial. The trial itself may last only an hour, but the witnesses must be ready often many days together in waiting. Counsel and solicitors are averse from running any risks, and often advise the attendance of many witnesses who turn out to be unnecessary, for, as a rule, if everything be not ready at the moment the cause is called on there is no postponement. In former days causes were tried and witnesses examined on much stricter lines than they are now. Of late years cross-examination "to the credit of a witness" has become an insidious cause of the protraction of trials. It has always been a rule in England not to admit secondary evidence of any fact if primary evidence can be obtained. The attendance of witnesses and the preparation of briefs for counsel and the fees of the latter are all regulated by these exigencies of the law of evidence. There appear to be two remedies for this evil:—(1) A return to the old system of winnowing out each case by a process of pleading and extracting out one or two precise questions of fact which will constitute the issues to be tried, and to confine the evidence strictly to those questions; or (2) to relax the law of evidence and to permit the judges and juries to consider documents and other matters of evidence, although not constituting primary evidence; and to modify the practice of the courts so as to allow of trials being postponed for such further evidence on controverted points as the judge may think necessary. The first alternative remedy would no doubt be a retrograde movement, although probably an improvement on the present state of things. I believe that the second remedy is the only one that could be successfully applied. I have had much experience in French litigation, where this system is adopted, and, on the whole, I think justice is thereby administered as completely as by our much more elaborate and expensive procedure. In the vast majority of cases the questions at issue upon which there is any substantial conflict of evidence

are very few. It is with us a prevailing practice for a litigant to deny all the facts alleged by his opponent, and to put him to proof of them. Such a denial, tending as it does to maintain the volume of a case, ought to be punished by deprivation or infliction of costs. Litigants would then soon learn only to carry into court the real question at issue, and not a mass of irrelevant matter; but as long as the fundamental principle of the law of evidence remains as it is, I am convinced there can be no relief to the suitor on the score of the cost of litigation."

PUBLIC COMPANIES.

September 9, 1880.

GOVERNMENT FUNDS.

3 per Cent. Consols, 97½ xd	Annuities, April, '88, 9½
Do. for Account, 97½ xd	Do. (Red Sea T.) Aug. 1888
Do. 3 per Cent. Reduced, 95½	Ex Bills, £1000, 2½ per Ct. 2 pm
New 3 per Cent., 96	Do. £500, Do. 2 pm
Do. 3½ per Cent., Jan. '94	Do. £100 & £300, 2 pm
Do. 2½ per Cent., Jan. '94	Bank of England Stock, 277½
Annuities Jan. '80	Do. for Account.

INDIAN GOVERNMENT SECURITIES.

Ind. Stk., 5 per C., July, '80, 104	Inf. Pr. 3½ per Cent., May, 81
Do. for Account —	Do. Debentures, 4 per Cent.
Do. 4 per Cent., Oct. '88, 102½	April, '64
Do. ditto, Certificates —	Do. Do. 5 per Cent., Aug. '73
Do. Enfranch. Ppr., 4 per Cent.	Do. Bonds, 4 per Cent. £1000
2nd Inf. Pr., 5 per C., Jan. '72	Do. ditto, under £1000

RAILWAY STOCK.

Railways.	Paid.	Closing Price
Stock Caledonian	100	112½
Stock Glasgow and South-Western	100	106
Stock Great Eastern Ordinary Stock	100	64½
Stock Great Northern	100	129
Stock Do., A Stock*	100	129½
Stock Great Southern and Western of Ireland	100	—
Stock Great Western—Original	100	128½
Stock Lancashire and Yorkshire	100	137½
Stock London, Brighton, and South Coast	100	162½
Stock London and Chatham, and Dover	100	102½
Stock London and North-Western	100	157½
Stock London and South Western	100	138½
Stock Manchester, Sheffield, and Lincoln	100	63½
Stock Metropolitan	100	120½
Stock Do., District	100	80
Stock Midland	100	135½
Stock North British	100	81½
Stock North Eastern	100	165½
Stock North London	100	180
Stock North Staffordshire	100	87½
Stock South Devon	100	—
Stock South-Eastern	100	134½

* A receives no dividend until 6 per cent. has been paid to B.

BIRTHS, MARRIAGES, AND DEATHS.

MARRIAGES.

BRIDGMAN—DAVIES.—On September 2, at St. George's, Hanover-square, Joseph Bridgman, solicitor, Chester, to Jane, widow of the late J. D. Weaver, surgeon, Chester.

DEAS—CHRISTIE-THOMSON.—On September 6, at Edinburgh, Adam Deas, of Dundee, N.B., solicitor, to Janet, daughter of the late Alexander Christie-Thomson, of Gruelkyes, Berwickshire.

GOLDFIELD—MARTIN.—On August 26, at the church of Sta. Maria del Popolo, and at the Civil Office, Campidoglio, Roma, Francesco Goldfield, barrister-at-law, to Adelina, daughter of C. Martin, of London.

PAGE—GRANTHAM.—On Sept. 2, at Hythe, Kent, Ernest Page, of the Inner Temple, barrister-at-law, to Ethel Grace, daughter of Colonel Grantham, late 89th Regiment.

TEMPANY—PALMER.—On Sept. 2, at Frookfield, Thomas William Tempany, solicitor, of Bedford-row, to Anne, daughter of J. R. Palmer, of Grove-road, Highgate.

DEATH.

CARR.—On Sept. 2, at Bedford House, New Barnet, John Carr, LL.B., Late Chief Justice of Sierra Leone, and Benchor of Gray's-Inn, aged 70.

LONDON GAZETTES.

Bankruptcy.

FRIDAY, Sept. 3, 1880.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar. To Surrender in London.

Baveas, Paul Caralamfos, Wilton rd, Westminster, Hotel Keeper. Pet Aug 31. Murray. Sept 14 at 12
Buckle, Richard, Walworth rd. Pet Sept 1. Murray. Sept 14 at 12
Dixon, James William, Hanover st, Hanover sq, Patent Medicines Vendor. Pet Sept 1. Murray. Sept 16 at 11

To Surrender in the Country.

Carter, William Robert, Brettenham villas, Edmonton: Pet Aug 30. Gough. Edmonton, Sept 16 at 12
Craven, Franklin Howard, Pudsey, York, Staff Manufacturer. Pet Aug 30. Lee. Bradford, Sept 14 at 12.30
Craven, Phineas, Pudsey, York, Staff Manufacturer. Pet Aug 30. Lee. Bradford, Sept 14 at 12
Cubitt, Robert John, Heigham, Norwich, of no occupation. Pet Aug 28. Cooke. Norwich, Sept 24 at 12
Esher, William, Attercliffe, nr Sheffield, Pork Butcher. Pet Aug 31. Rodgers. Sheffield, Sept 14 at 11
Lambart, Hon. Oliver George, Southend, Essex. Pet Aug 21. Gepp. Chelmsford, Sept 10 at 11
Marsden, William John, Sheffield, Architect. Pet Sept 1. Rodgers. Sheffield, Sept 14 at 11.30
Richards, James, Briton Ferry, Glamorgan, Grocer. Pet Aug 31. Jones. Neath, Sept 15 at 12
Seldon, John, Barnstaple, Devon, Dairyman. Pet Aug 23. Barnstaple, Sept 14 at 2
Thompson, George, Salisbury, Wilts, Innkeeper. Pet Aug 26. Winslow. O. E. Silverstone, Devon, Gent. Pet Aug 13. Daw. Exeter, Sept 16 at 11

TUESDAY, Sept. 7, 1880.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

Bird, Alfred, Hornsey rd, Grocer. Pet Sept 3. Murray. Sept 21 at 11
Prebble, William, Ride st, Poplar, Builder. Pet Sept 2. Murray. Sept 17 at 11

To Surrender in the Country.

Brooke, John Clapham, Hook, Southampton, Bank Clerk. Pet Aug 30. Godwin. Winchester, Sept 27 at 3
Davies, Thomas, Hanley, Beerseller. Pet Sept 2. Jackson. Hanley, Sept 20 at 11
Gregory, Robert, Braunton, Devon, Wine Merchant. Pet Sept 3. Barnstaple, Sept 20 at 12
Hall, Clement, West Knoyle, Farmer. Pet Sept 3. Wilson. Salisbury, Sept 20 at 2
Robinson, John, Macclesfield, Silk Manufacturer. Pet Sept 4. Mair. Macclesfield, Sept 22 at 3.30
Robinson, Ralph, Macclesfield, Silk Manufacturer. Pet Sept 4. Mair. Macclesfield, Sept 22 at 4
Smethurst, John, Glodwick, Oldham, Planer. Pet Sept 1. Twedale. Oldham, Sept 29 at 11

Liquidations by Arrangement.

FIRST MEETINGS OF CREDITORS.

FRIDAY, Sept. 3, 1880.

Agelasto, John Michael, Demetrios Augustus Galatti, Lucy Stamati Frangopulo, Nicholas Stamati Frangopulo, James Stamati Frangopulo, and George Stamati Frangopulo, Great Winchester at buildings, Merchants. Sept 30 at 2nd offices of Cooper and Co., George st, Mansion House. Hollams and Co, Mincing lane
Allen, Stephen, Bristol, Beerhouse Keeper. Sept 21 at 11 at offices of Ward, Albion chambers, Bristol

Appley, Enoch, Willenhall, Stafford, Lock Maker. Sept 17 at 11 at offices of Vaughan, Walsall st, Willenhall
Ashworth, Peter, Hollinwood, Lancaster, Plumber. Sept 23 at 9 at offices of Whitaker, St Peter st, Oldham

Badcock, Peter Harry, Derby, Tailor. Sept 21 at 3 at offices of Flint, Full st, Derby
Bailey, Francis, Leicester, Commission Agent. Sept 14 at 3 at offices of Smart, Silver st, Leicester

Baker, Arthur, Horsham, Sussex, Builder. Sept 17 at 4 at Crown Hotel, Horsham. Colcham, High st, Stratford, Firework Manufacturer. Sept 13 at 11 at Unicorn Tavern, Vivian road, Romford

Bradshaw, David, Caddington, Bedford, Farmer. Sept 13 at 10.30 at Red Lion Inn, Luton. Neve, Luton
Brewer, William, Havreton, Devon, Farmer. Sept 10 at 3 at Castle Hotel, Castle street, Exeter. Flould, Exeter

Broughton, Henry, Grange rd, Bermondsey, Grocer. Sept 13 at 3 at offices of Butcher, Bouverie st, Fleet st

Brown, Lawrence, Milton st, Dorset sq, Timber Merchant. Sept 16 at 3 at offices of Wright and Law, High Holborn

Brown, Samuel Henry, Market pl, Shepherd's Bush, Stationer. Sept 17 at 2 at offices of Morris, Paternoster row

Buckle, John Charles, Queen Anne's ter, North Kensington, Builder. Sept 20 at 11 at the Guildhall Tavern, King st. Tileley, Abchurch yard

Solicitor.

Keeper.

Sept 14 at

Medicine

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Solicitor. Pe

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Baker, Everard John, Souldern, Oxford, Farmer. Sept 10 at 3 at offices of Munce and Stockton, High st, Banbury

Bartholomew, Caroline Elizabeth Newbury, Exeter, Licensed Victualler. Sept 16 at 11 at offices of Hooper, Banbury st, Exeter

Chapman, George Tassel, Traumer, Chester, Grocer. Sept 15 at 3 at offices of Bleakley and Downham, Hamilton sq, Birkenhead

Chesman, Jonathan, Marsden, nr Huddersfield, Mungo Manufacturer. Sept 13 at 3 at offices of Ainley and Hall, New st, Huddersfield

Cohen, Isaac, Bilston, Stafford, General Dealer. Sept 22 at 11 at offices of Stratton, Queen st, Wolverhampton

Coleman, Cornelius Arippe, Melcombe Regis, Dorset, Surgeon. Sept 20 at 11 at offices of Howard, East st, Melcombe Regis

Coulson, Robert, Kingston-upon-Hull, General Draper. Sept 15 at 11 at the Home Trade Association Rooms, York st, Manchester.

Laverack, Hull

Cuthbertson, John Cook, North Shields, out of business. Sept 10 at 3 at offices of Sewell, Gray st, Newcastle-on-Tyne

Derry, Charles, Eagle, Lincoln, Farmer. Sept 3 at 10.30 at offices of Page, Flaxengate, Lincoln

Elphick, Cornelius, Westbourne terrace, Hammersmith, Butcher. Sept 15 at 3 at the Creditors' Association, Arthur street East.

Reynolds

Evangelina, Samuel, Brough, York, Farmer. Sept 13 at 11 at the Imperial Hotel, Paragon st, Hull. Hind and Everatt, Goole

Farrer, Edward, Swinton, York, Grocer. Sept 18 at 11 at offices of Willis, Bank chambers, Wellgate, Rotherham

Faul, Joseph, Morriston, Glamorgan, Ironmonger. Sept 15 at 11 at offices of Hartland and Co., Rutland st, Swansea

Firling, John William, Dorchester, Coal Merchant. Sept 20 at 3 at offices of Burnett, South st, Dorchester

Flower, Henry Cooper, Colford Saint Peter, Wilts, Brewer. Sept 18 at 11.30 at offices of Wakeman and Bleock, Warminster

Fulter, Frederick, Brockwist, Southampton, Butcher. Sept 11 at offices of Guy, Albion ter, Southampton

Garnicot, Robert, Taunton, Book Maker. Sept 17 at 3 at offices of Pinchard and Son, Paul st, Taunton

Gibson, William Lupton, Newcastle-upon-Tyne, Wine Merchant. Sept 17 at 11 at offices of Cooper and Co, Cheapside. Stanford, Newcastle-upon-Tyne

Gilbert, James, Leicester, Elastic Web Manufacturer. Sept 15 at 3 at offices of Haxby, Belvoir st, Leicester

Greener, William Twiss, Vernour rd, Burdett rd, Schoolmaster. Sept 18 at 12 at the Masons' Hall Tavern, Masons' avenue, Basinghall st, Fulcher, Horton rd, Hackney

Guthrie, David, Glynnest, Glamorgan, Grocer. Sept 15 at 12 at 27, Queen st, North. Curtis, North

Hannay, David, and William Dickson, Gorton, Lancaster, Brewers. Sept 16 at 12 at offices of Browne and Co, Queen st, Cheapside.

Heywood and Son, Manchester

Hargreaves John, Pendleton, near Manchester, Draper. Sept 21 at 11 at the Trevelyan Hotel, Corporation st, Manchester. Eastham, Clitheroe

Harris, Henry George, Upper George st, Baker. Sept 14 at 11 at offices of Jenkins, Tavistock st, Covent Garden

Hawkins, John, Knowall, Somerset, Licensed Victualler. Sept 15 at 3 at offices of Benson and Carpenter, Bank chambers, Corn st, Bristol

Henth, Albert, Wolverhampton, Brass Founder. Sept 10 at 3 at offices of Dallow, Queen st, Wolverhampton

Highfield, William, Sheffield, Joiner. Sept 17 at 12 at offices of Rogers and Co, Bank st, Sheffield

Hildred, Thomas Benjamin, Boston, Lincoln, Hosier. Sept 23 at 1 at offices of Dyer, Church lane, Boston

Hobbs, George Wilson, Market Harborough, Leicester, Painter. Sept 22 at 11 at the Swans Hotel, Market Harborough. Cave, Market Harborough

Jenkins, George, Newport, Monmouth, Grocer. Sept 16 at 12 at offices of Collins, Broad st, Bristol. Vaughan, Newport

Joseph, William, Knowall, Somerset, Licensed Victualler. Sept 22 at 3 at Black Bull Hotel, Mirfield. Wilson, Mirfield

Jones, John William, Glangygor, Anglesey, Coal Merchant. Sept 22 at 3 at British Hotel, Bangor. Fanning, Amwlch

Jonsiffe, George Richard, and Sydney Laurence Jonsiffe, Old Change, Wine Merchants. Sept 24 at 2 at offices of Layton and Co, Budget row, Cannon st

Kenyon, Harriett, Thomas Prescott Kenyon, Henry Kenyon, and William Davy Kenyon, Westleigh, Lancashire, Bone Manure Manufacturers. Sept 20 at 3 at Dog and Partridge Hotel, Fennell st, Manchester. Brett and Craven, Manchester

Lynas, William, South Stockton, York, Builder. Sept 17 at 11 at offices of Dodd and Co, Finkle st, Stockton-on-Tees

Makin, Edwin John, Sheffield, Slate Merchant. Sept 13 at 3 at Law Society's Rooms, Aldine ct, High st, Sheffield, Bromhead and Co, Sheffield

Mariotti, John, and Frederick William Rhodes, Leeds, Venetian Blind Manufacturers. Sept 15 at 11 at offices of Tennant and Barrer, Albion st, Leeds

Martin, Samuel, Teulburt St Mary, Devon, Farmer. Sept 16 at 12 at Castle Hotel, Castle st, Exeter. Bond, Exeter

Masterman, Henry Samuel, Dorset ct, Commercial rd. Sept 10 at 3 at offices of Prockter and Andrews, Princes st, Spitalfields

McDougall, John, Newcastle-upon-Tyne, Furniture Dealer. Sept 10 at 12 at offices of Moody, Clayton st, West, Newcastle-upon-Tyne

Miskelly, John, Liverpool, Provision Dealer. Sept 16 at 12 at offices of Cowl, South John st, Liverpool

Morgan, George Robert, Laverton, Somerset, Mailster. Sept 15 at 3 at offices of Hornsey and Oakley, Market place. Amos, Frome

Muld, Simon, Darlington, Durham, Grocer. Sept 19 at 1 at Station Hotel, York. Barron, Darlington

Noble, Arthur, Manchester, Ironmonger. Sept 23 at 3 at offices of Rutledge and Cole, Princes st, Manchester

Neck, Walter Joseph, Birmingham, Wine, Ale, and Porter Merchant. Sept 16 at 12 at Western Hotel, Monmouth st, Birmingham. Poin-We, Birmingham

Noise, Thomas, Newport, Isle of Wight, Grocer. Sept 13 at 11 at offices of Joyce, Esq st, Newport

Norman, William, Richmond rd, Brompton, Boot and Shoe Dealer. Sept 15 at 3 at 40, Southampton buildings, Holborn. Cooper, Chancery lane

Painter, George Edward, Sunderland, out of business. Sept 15 at 11 at offices of Alcock and Routledge, Frederick lodge, St Thomas st, Sunderland

Pemberton, William, Horton, Salop, Farm Labourer. Sept 16 at 12 at offices of Edwards, Pride Hill, Shrewsbury

Perl, Michael, Houndsditch, Dealer in Tobacconists' Fancy Goods Sept 16 at 3 at Metropolitan Hotel, South pl, Finsbury. Polmore and Harte, Moorgate st

Phillips, Joseph, Bristol, Licensed Victualler. Sept 10 at 12 at offices of Clifton and Carter, Broad st, Bristol

Pounder, George, Kirbymoorside, York, Churn Manufacturer. Sept 16 at 12 at the Black Swan Hotel, Kirbymoorside. Jefferson, Northallerton

Powell, James, Cambridge rd, Kilburn, Greengrocer. Sept 17 at 4 at offices of York, Conduit st, Broad st

Price, John Llewellyn, Bucknall, Salop, Shoemaker. Sept 19 at 12 at offices of Weyman, Mill st, Ludlow

Riddiford, Edmund, Pontypool, Monmouth, Grocer. Sept 15 at 10.30 at offices of Morgan, Pontypool

Ridley, John David, Banham, Norfolk, Farmer. Sept 11 at 10.30 at offices of Stanley, Bank plain, Norwich

Smith, John Sam, Flimby, Shipowner. Sept 16 at 4 at the Green Dragon Hotel, Worlington. Tyson and Holson, Maryport

Snook, James, Sylvan cottage, Hornsey rise, Builder. Sept 20 at 3 at offices of Joyce and Clarke, Blomfield st

Spanton, John, Kingston-upon-Hull, Grocer. Sept 16 at 11 at offices of Stead and Sibree, Bishop lane, Kingston-upon-Hull

Stevenson, John, Cardiff, Baker. Sept 21 at 12 at offices of Jenkins and Co., Philharmonic chambers, Cardiff

Stucke, Emma, Cheltenham, Tailor. Sept 15 at 11 at offices of Winter botham and Co., Essex pl, Cheltenham

Tapp, William, Aston, nr Birmingham, Tailor. Sept 15 at 11 at offices of Eaden, Bennett's hill, Birmingham

Taylor, William, Great Driffield, York, Mechanical Engineer. Sept 14 at 11 at Keys Hotel, Great Driffield. Stead and Sibree, Hull

Thackray, William Cole, Sheffield, Electro Plater. Sept 16 at 2 at offices of Taylor, Norfolk row, Sheffield

Wakefield, Thomas, Hanley, Stafford, Beerseller. Sept 17 at 12 at offices of Sword, Cheapside, Hanley

Ward, Henry Charles, Birmingham, Wine Merchant. Sept 17 at 2 at the Inns of Court Hotel, High Holborn. Glasier, Birmingham

Whitby, James, Sutton, Surrey, Surveyor. Sept 20 at 12 at offices of Jackson and Prince, Cannon st

Whitehead, Henry, Dewsbury, York, Grocer. Sept 16 at 10.30 at offices of Ridgway and Ridgway, Union st, Dewsbury

Wilson, Robert, Norwich, Picture Frame Maker. Sept 15 at 11 at 5, West End st, Old Palace rd

Wright, David, Birmingham. Sept 17 at 3 at offices of Arnold and Son, Temple row, Birmingham

Wright, Joseph Robert, jun, Sheffield, Steel and Wire Manufacturer. Sept 22 at 2 at offices of Broomhead and Co, Bank chambers, George st, Sheffield

Young, Richard Wake, and Robert James Cornett, Engineers, Tyne Dock, Durham. Sept 13 at 12 at offices of Alcock and Routledge, Frederick Lodge, St Thomas st, Sunderland

TUESDAY, Sept. 7, 1880.

Alcock, Edward, Hale, Chester, Beerhouse Keeper. Sept 24 at 3 at offices of Hinde and Co, Mount st, Manchester. Nicolls and Co, Altrincham

Allen, Thomas, Tamworth, Warwick, Greengrocer. Sept 22 at 11 at offices of Beaton and Adcock, Birmingham

Amer, Stephen, Birkenhead, Butcher. Sept 27 at 3 at offices of Thompson, Hamilton st, Birkenhead

Arthur, Arthur Fenner, Penchurch st, Hatter. Sept 23 at 2 at the Guildhall Tavern, Gresham st. Lane, Gresham st

Barber, Robert, Colchester, Essex, Schoolmaster. Sept 19 at 11 at offices of Prior, Head st, Colchester

Bargen, Gustav, Cullum st, Restaurant Proprietor. Sept 21 at 2 at offices of Kennedy, Warwick ct, Gray's inn

Baskeyfield, William, Chesterton, Stafford, Farmer. Sept 23 at 4 at offices of James, Nelson sq, Newcastle-under-Lyme

Baxter, Edward, Birmingham, Woollen Merchant. Sept 13 at 3 at the George Hotel, Huddersfield, in lieu of the place originally named

Bishop, James, Harlington lane, Fulham, Builder. Sept 27 at 3 at offices of Fitch, Bedford row

Booth, Egbert Henry, Wolverhampton, Draper. Sept 23 at 11 at offices of Flewker and Page, Darlington st, Wolverhampton

Boothroyd, Edwin, Halifax, Grocer. Sept 24 at 11 at the Creditors' Association, Crown st, Halifax

Bowen, Thomas Protheroe, Nautygro, Monmouth, out of business. Sept 20 at 3 at offices of Browne, Lion st, Abergavenny

Brookes, Thomas Smart, Churcham, Gloucester, Carpenter. Oct 3 at 3 at offices of York, Berkeley st

Bull, John Ronald, Sheffield, Fruitier. Sept 20 at 12 at offices of Alderson, Bank st, Sheffield

Bullworthy, Thomas, and Henry Baron, Junction pl, Hackney, Provision Dealers. Sept 21 at 4 at offices of Hanson, King st, Cheapside. Dear, Gresham st

Corbishley, John Crofts, Bradford, York, Draper. Sept 20 at 11 at offices of Berry and Robinson, Charles st, Bradford

Davies, Charles, Liverpool, Hairdresser. Sept 22 at 2 at offices of Fowler, Cable st, Liverpool

Dewhurst, Thomas, Brecon, Tailor. Sept 23 at 12 at offices of Page, Chancery lane, Hay

Dewhurst, Isaac, Manchester, Beerseller. Sept 21 at 3 at offices of Gardner, Cooper st, Manchester

Ditcham, George Thomas Pearce, Jewin st, Fancy Goods Merchant. Sept 21 at 11 at the Guildhall Tavern, King st, Cheapside. Radford and Frankland, Chancery lane

Donaldson, Agnes, Ulverston, Lancashire, Fancy Repositor. Sept 21 at 11 at the Temperance Hall, Ulverston. Pearson, Ulverston

Edwards, Joseph, and John Edwards, Worcester, Builders. Sept 23 at 11 at offices of Saunders and Bradbury, Temple row, Birmingham

Ellis, Francis Henry, Abchurch yd, Glue Merchant. Sept 20 at 2 at offices of Brighton and Co, Bishopsgate st Without

Evans, Richard, and John Mills, Ashford, Market Gardeners. Sept 17 at 10 at the Druids Head Inn, Market pl, Kingston-on-Thames. Wenn, Bell yd, Temple bar

Fryer, Samuel, and William Henry Smith, Leeds, Tin Smiths. Sept 18 at 11 at offices of Wells, Cookridge st, Leeds

Gaite, Frederick Thomas, Shepton Mallet, Somerset, Ironmonger. Sept 27 at 12 at the George Hotel, Frome. Hobbs, Jun, Wells

Galloway, William Henry, Jun, Leicester, Leather Dealer. Sept 20 at 12 at offices of Hunter and Curtis, Halford st, Leicester

Gardiner, Robert William, Margate, Watchmaker. Sept 24 at 11 at offices of Parry, High st, Ramsgate

Glenn, Sarah, and George Glenn, Nuneaton, Warwick, Drapers. Sept 20 at 3 at the Wellington Hotel, Leicester. Slingsby, Nuneaton

Gore, Lambert, Noble st, Manufacturers' Agent. Sept 20 at 3 at offices of Theodore and Co, Finsbury circus. Bellamy and Co, Bishopsgate st Within

Gorton, William, Dover, Draper. Sept 30 at 2 at offices of Miller & Miller, Sherborne lane

Hales, William, Brigg, Lincoln, Gardener. Sept 21 at 12 at offices of Sowter, Wrayby st, Brigg

Hall, Francis Russell, Cambridge, Surgeon. Sept 21 at 12 at offices of Barlow and Co, St Andrew's st, Cambridge

Hancox, George, Birmingham, Dairyman. Sept 25 at 11 at offices of Fallows, Cherry st, Birmingham

Harton, Joseph, Rawtenstall, Lancaster, Provision Merchant. Sept 22 at 11.30 at the Dog and Partridge Hotel, Fennel st, Manchester

Townsend, Rawtenstall

Harvey, David, Birmingham, Clothes Dealer. Sept 16 at 3 at offices of East, Temple st, Birmingham

Hawes, William Michael, Diss, Norfolk, Miller. Sept 23 at 2 at the King's Head Hotel, Diss. Smith

Heads, George, Stanhope, Durham, Draper. Sept 22 at 12 at the Turf Hotel, Collingwood st, Newcastle-on-Tyne. Prond, Bishop Auckland

Heaps, John, Bradford, Lancaster, Plumber. Sept 23 at 3 at 35, Cannon st, Manchester. Alderson, Manchester

Heath, William, Trinity st, Hanley, out of business. Sept 17 at 10 at 33, Albion st, Hanley. Ashmall, Hanley

Hockley, Charles, Saffron Walden, Essex, Upholsterer. Sept 17 at 12 at offices of Aldridge and Co, Bedford row, Gray's-inn. Free-land and Bellingham, Saffron Walden

Hodgson, John Kirk, South Portland road Brickfields, South Norwood, Brickmaker. Oct 1 at 2 at Mullen's Hotel, Ironmonger lane. Pullen, Basinghall st

Huxley, Henry Latter, Wilmington, Kent, Blacksmith. Sept 21 at 3 at offices of Downing, Basinghall st

Johnson, William, Middlesbrough, Coal Merchant. Sept 17 at 3 at offices of Lewis, Zetland rd, Middlesbrough

Kirkby, Samuel Robert, Sheffield, Beer Retailer. Sept 20 at 12 at offices of Ault and Sons, Queen st, Sheffield

King, Thomas, and Thomas Arthur King, Prestwich, Lancaster, Contractors. Sept 21 at 3 at offices of Kidson and Astbury, St James's sq, Manchester. Evans, Manchester

Madgett, George, Hastings, Licensed Victualler. Sept 28 at 12 at offices of Nash and Field, Queen st, Chesham. Stuckey and Co, Brighton

Madren, William, Liverpool, Master Shipwright. Sept 21 at 2 at offices of Brabner and Court, Cook st, Liverpool

Masters, Frederick William, Winchester, Printer. Sept 20 at 3 at offices of Bailey and White, Jewry st, Winchester

Mellison, John Buten, and George Augustus Samuel Mellison, Bishopsgate st Within, Licensed Victuallers. Sept 24 at 11 at Guildhall Tavern, Greatham st. Hicks and Arnold, Wellington st. Strand

Moffat, James, Morpeth, Northumberland, Grocer. Sept 16 at 3.30 at Douglas Hotel, Grainger st West, Newcastle-on-Tyne. Webb, Morpeth

Morley, Thomas Edgar, Tunstall, Stafford, Pianoforte Dealer. Sept 24 at 3 at offices of Hollinshead, Tunstall

Morrish, Henry William, Kentisbeare, Devon, Draper. Sept 21 at 11.30 at offices of Andrew, Bedford circus, Exeter. Burrow

Morris, Charles, Newton st, Hoxton, Drapers' Box Manufacturer. Sept 16 at 3 at offices of Knight, Bow st

Neve, Henry Alfred, St Leonards-on-Sea, Builder. Sept 16 at 12 at 148 Chesapeake. Hughes, Eastcheap

Nevin, Thomas, Henry, Birkhead, Painter. Sept 23 at 3 at offices of Bleakley and Downham, Hamilton sq, Birkenhead

Oakes, George Francis, Seven Sisters' rd, Boot Maker. Sept 23 at 12 at Incorporated Law Society, Chancery lane. Liggins, Budget row, Cannon st

Paxton, Henry, East view, Hanley. Sept 18 at 10 at offices of Ashmall, Albion st, Hanley

Pearce, Gilbert, Chalmers, Devon, Farmer. Sept 20 at 11 at offices of Riccard and Son, Churchyard, Southmolton

Polyblank, Elizabeth, Charles Polyblank, and Alfred Polyblank, Newton Bushel, Devon, Engineers. Sept 21 at 12.30 at offices of Hare and Company, High st, Bristol. Beachey, Newton Abbot

Powell, Mary Daughton, Pensnett, Stafford, Grocer. Sept 21 at 12 at offices of Saunders and Co, High st, Dudley

Pritchard, William, Sheffield, Beer Retailer. Sept 30 at 12 at offices of Mercer and Alderson, Bank st, Sheffield

Roberts, Thomas Rowland, Penmansmawr, Carnarvon. Sept 20 at 3 at offices of Webster, Llewellyn st, Conway

Rogers, James, Sittingbourne, Kent, Baker. Sept 21 at 11.30 at offices of Gibson, High st, Sittingbourne

Rhodes, Edwin Telford, Middlesbrough, out of business. Sept 13 at 2 at offices of Teale, Albert rd, Middlesbrough

Smith, Hugh, Edgumbe st, East Stonehouse, B. stewart, R.N. Sept 23 at 12 at offices of Gard, 96 Abney st, Devonport

Stephens, William, Northfield, Worcester, out of business. Sept 18 at 11 at offices of Duke, Temple row, Birmingham

Stevens, Stephen, Bowling green, nr Dudley, Manager of Chain Works. Sept 23 at 3 at offices of Wright, High st, Cradley Heath, nr Brierley hill

Stone, Solomon, Cowfold, Sussex, Farmer. Sept 25 at 1 at King's Head Hotel, Horsham. Flowers, Staying

Taylor, Daniel, Chipping Norton, Oxford, Labourer. Sept 18 at 11 at Fox Hotel, Chipping Norton. Kilby and Mace, Chipping Norton

Topham, William, St Paul's pl, Ball's Pond, out of business. Sept 16 at 11.30 at offices of Parke, Warwick ct, Gray's inn

Turner, Francis, Balcombe, Sussex, Miller. Sept 21 at 11 at Station Hotel, Haywards's Heath, Cuckfield. Wagh, Cuckfield

Underwood, Samuel, Birmingham, Boot Maker. Sept 20 at 11 at offices of Plant, Cannon st, Birmingham

Vincent, Richard, Docking, Norfolk, Blacksmith. Sept 23 at 1 at Hare Inn, Docking. Wilkin, King's Lynn

Warren, James, Birmingham, Ironmonger. Sept 17 at 12 at offices of Smith, Temple st, Birmingham

Wood, John James, New st, Whitechapel, Carcase Butcher. Sept 21 at 2 at offices of Thomson and Co, Cornhill

Wrighton, William Ellis, Nottingham, Wheelwright. Sept 20 at 12 at offices of Bescoy, Grove st, East Retford

Young, James, Graham rd, Dalston, Silk Mercer's Warehouseman. Sept 30 at 3 at offices of Keene and Co, Mark lane

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